



FEDERAL ELECTION COMMISSION
Washington, DC 20463

September 9, 2005

VIA FACSIMILE AND FIRST CLASS MAIL
(202) 457-6315

Glenn M. Willard, Esq.
Patton Boggs LLP
2550 M Street, NW
Washington, D.C. 20037-1350

RE: MUR 5645
Bruce Hironimus

Dear Mr. Willard:

On September 8, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441b(a), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to Bruce Hironimus.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply, and that this matter is still open with respect to other respondents. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in cursive script that reads "Mark Allen".

Mark Allen
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Bruce Hironimus) MUR 5645

CONCILIATION AGREEMENT

This matter was generated by information ascertained by the Commission in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Bruce Hironimus ("Respondent") violated 2 U.S.C. § 441b(a)¹.

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

- 1. Highmark, Inc. ("Highmark") is a corporation within the meaning of 2 U.S.C. § 441b(a).

¹ The facts relevant to this matter occurred both prior to and after the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub L 107-155, 116 Stat 81 (2002). Accordingly, the activity prior to BCRA is subject to the provisions of the Act as it existed at that time and the activity after BCRA is subject to the Act as amended by BCRA. However, the statutory provision at issue, 2 U.S.C. § 441b(a), was not amended by BCRA in a manner relevant to the activity in this matter.

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2. Respondent was Vice President for Government Affairs at Highmark during the time of the actions described in this agreement.
3. Santorum 2000, Santorum 2006 and America's Foundation f/k/a Fight PAC are political committees within the meaning of 2 U.S.C. § 431(4). Santorum 2000 and Santorum 2006 are the authorized political committees for Senator Rick Santorum for the 2000 and 2006 elections, respectively.
4. The Federal Election Campaign Act of 1971, as amended (the "Act"), prohibits a corporation from making contributions in connection with any election for federal office. 2 U.S.C. § 441b(a). The Act also prohibits any officer or director of a corporation from consenting to a contribution or expenditure by the corporation. *Id.* The term "contribution" includes "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value" to any candidate or campaign committee, in connection with a federal election. 2 U.S.C. § 441b(b)(2).
5. Respondent organized and chaired a golf tournament fundraising event at the Country Club of Hershey on May 14, 1999, supporting Senator Rick Santorum and Santorum 2000. Respondent communicated with Santorum 2000 personnel regarding Senator Santorum's attendance at the event.
6. Respondent used Highmark expense reports and check requests to authorize the use of \$16,536.87 in corporate funds to pay costs related to the May 14, 1999 event such as greens fees, golf carts, meals, beverages, prizes, handouts and invitations.
7. Respondent organized and chaired a golf tournament fundraising event at the Country Club of Hershey on August 24, 2000, supporting Senator Rick Santorum

and Santorum 2000. Respondent communicated with Santorum 2000 personnel regarding Senator Santorum's attendance at the event.

8. Respondent used Highmark expense reports and check requests to authorize the use of \$14,998.34 in corporate funds to pay costs related to the August 24, 2000 event such as greens fees, golf carts, meals, beverages, prizes, handouts and invitations.
9. Respondent organized and chaired a golf tournament fundraising event at the Country Club of Hershey on May 17, 2002, supporting Senator Rick Santorum and America's Foundation f/k/a Fight PAC. Respondent communicated with America's Foundation personnel regarding Senator Santorum's attendance at the event.
10. Respondent used Highmark expense reports and check requests to authorize the use of \$14,604.45 in corporate funds to pay costs related to the May 17, 2002 event such as greens fees, golf carts, meals, beverages, prizes, handouts and invitations.
11. Respondent participated in a fundraising reception at the home of Stan and Gretchen Rapp on June 30, 2003, supporting Senator Rick Santorum and Santorum 2006.
12. Respondent used a Highmark expense report and a check request to authorize the use of \$7,938.81 in corporate funds to pay for catering and wine related to the June 30, 2003 event.
13. Respondent, a Highmark officer, by arranging the use of \$54,078.47 in corporate funds for fundraising event costs, consented to corporate contributions.

V. While Respondent consented to corporate contributions in violation of 2 U.S.C. §

441b(a), he contends he was unaware of the prohibition. Respondent will cease and desist from violating 2 U.S.C. § 441b(a).

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Twenty Thousand Dollars (\$20,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

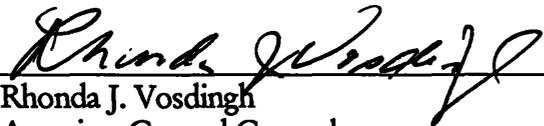
IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

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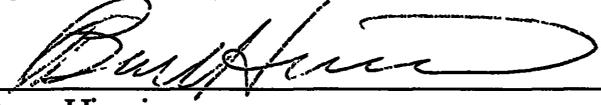
FOR THE COMMISSION:

Lawrence H. Norton
General Counsel

BY: 
Rhonda J. Vosdingh
Associate General Counsel
for Enforcement

9/9/05
Date

FOR THE RESPONDENT:


Bruce Hironimus

8/30/05
Date

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